



County of Roanoke

FINANCE DEPARTMENT PURCHASING DIVISION

Kay S. Johnston, CPPB
Buyer
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Roanoke, VA 24018
(540) 772-2061 ext.306
(540) 561-2828 (FAX)

REQUEST FOR PROPOSAL

RFP CP#0720

for

**BILLINGS & COLLECTIONS
FOR
EMERGENCY MEDICAL SERVICES
(Annual Contract)**

An Original and two (2) complete copies of Sealed Proposal Due

October 10, 2006

3:00 P. M.
(Local Prevailing Time)

September 27, 2006
REQUEST FOR PROPOSALS #CP0720
BILLINGS AND COLLECTION FOR EMERGENCY MEDICAL SERVICES

I. INTRODUCTION

The Board of Supervisors of the County of Roanoke (hereinafter called the "Governmental Unit") invites qualified vendors (hereinafter called the "contractor" or the "offeror") to submit formal, sealed proposals to provide for billing and collection services for emergency medical services provided by the Governmental Unit, including any volunteer rescue squad operating within, and franchised by, the Governmental Unit (see Attachment). It is the intent of the County to award an annual contract.

To be considered one (1) original and two complete copies of the proposal must be received in the Office of Procurement Services, 5204 Bernard Drive, SW, Suite 300F, Roanoke, Virginia, 24018 **no later than 3:00 p.m.** (local prevailing time), **Tuesday, October 10, 2006**. The proposal must clearly be marked "CP0720 Billings and Collection for EMS". It is the responsibility of the offeror to ensure their proposal is received by the above date and time. Proposals received later than the above date/time will not be accepted and will be returned to the Offeror unopened.

Proprietary information from competing offerors shall not be disclosed to the public or to others responding to the request for proposal. Any offeror wishing to protect proprietary information must complete the attached form designating the content of the proprietary information contained in the proposal as submitted and giving the reason why the information is proprietary. (Form attached).

A committee assigned by the County Administrator will evaluate the proposals submitted. The selection criteria to be used in evaluating this criteria is detailed in Section VI and includes experience in the industry, references which demonstrate a history of successful service delivery, and proximity to the Governmental Unit, among others.

II. SCOPE OF WORK TO BE PERFORMED

1. Claims will be filed with all primary and any supplemental or additional insurance companies for all patients transported by County of Roanoke Fire and Rescue (inclusive of volunteer rescue squads operating in Roanoke County as noted above and in the Attachment) to a medical facility.
2. The patient will be responsible for the amount not covered by insurance based on current County of Roanoke collection policies for Ambulance Transport charges.
3. The contractor should maintain accounts and actively pursue collections for a period not to exceed 180 days (6 months) after the last collection action. No account will be held beyond this time frame unless the Governmental Unit grants written permission. After that time all documents and data on uncollectible accounts should be forwarded to the Governmental Unit with a request to write-off the account. If the contractor determines that an account is uncollectible prior to this 180-day cut-off he will return these types of accounts on a regular basis so the Governmental Unit can pursue other collection procedures.
4. The Governmental Unit shall review and approve all billing and collection statements as to language and form. The Governmental Unit shall require that all work on behalf of the Governmental Unit be conducted within the guidelines of the Fair Debt Collection Act. The Governmental Unit expects contractors to display a business-like demeanor in dealing with assigned accounts and will not tolerate debtor harassment, improper, or unreasonable conduct by the contractor in the billing or collection of the debt. If the

Governmental Unit discovers that a customer has been unduly harassed or treated unfairly the Governmental Unit reserves the right to terminate this contract by written notice.

5. Patients without insurance will be billed directly for the total amount due for services rendered.
6. All patients with insurance will be notified that a claim has been filed with their insurance company. Subsequent bills will be mailed to the patient advising of the amount paid by insurance and requesting the balance of the bill to be paid.
7. Patients will receive a bill each billing cycle (billing cycle not to exceed 45 days). If bill has not been paid in full within 120 days, the patient will be notified by letter and/or telephone of the delinquent amount.
8. The Governmental Unit will make a determination on a case-by-case basis of those accounts determined to be uncollectible.
9. The contractor shall maintain files, records and other evidence as required to demonstrate that all provisions of the contract are being fulfilled. Such files and records will be available for review and/or access by the Governmental Unit under agreed-upon procedures.
10. The contractor shall establish procedures and controls for receiving payments whether received in person, by mail, or electronic transfer. Such procedures and controls will be made available to the Governmental Unit.
11. The Governmental Unit reserves the right to recall accounts from the contractor upon written or electronic (e-mail) notice from the Governmental Unit.
12. The Governmental Unit reserves the right to return accounts to the contractor if the contractor has failed to file proper insurance or to follow-up on outstanding insurance claims.
13. The contractor shall describe the procedures for handling complaints and inquiries from patients regarding the billing and or collection of these accounts. This should include the number of personnel that will be working accounts and their specific job duties as it relates to the management of the account
14. The collection of returned checks and fees charged will be in accordance with current State of Virginia Law.
15. The contractor may not pursue collection by civil means. Account settlements will be negotiated and transacted only after authorization from a designated Governmental Unit representative.
16. The contractor, in the course of collecting the debt, and with no additional fee to the Governmental Unit, will employ additional skip tracing or other discovery methods.
17. The contractor shall forward monthly reports to the County of Roanoke Fire and Rescue Department giving a complete summary (month and year to date) of services rendered to include:
 - a. Charges entered on system (ALS-2/ALS/BLS)
 - b. Accounts written off (as agreed upon by the Governmental Unit)
 - c. Accounts outstanding, aged and with other details as may be specified in a contract with the successful contractor.
 - d. Deposit logs that reconcile with bank statements and Treasurer Office records.
 - e. Ability to generate specialize reports upon request at no extra charge.
 - f. Ability to generate individual reports based on practice locations and geographical areas (ZIP CODES).
 - g. Breakdown of charges to include (example, comprehensive billing samples may be included with proposals):
 - i. ALS-2, ALS and BLS
 - ii. Response/Evaluation and Claim Information

- iii. Write Offs
 - iv. Referrals for collections
 - v. Miscellaneous adjustments
 - vi. Non-billable cases
18. Payments will be collected and delivered in-person on a specified weekly schedule to the Office of the County Treasurer or local bank branch as designated by the County's Treasurer with a copy to the County of Roanoke Fire and Rescue Department. Individuals authorized to accept these payments and reports will be specified in the contract.
 19. A sequentially numbered "Report of Collection Form" in a format specified by the County Treasurer must be attached to any collected payments submitted. Detailed payment procedures will be a part of the contract with a successful offeror. Offeror will transmit payments on a timely basis. It is agreed that payments dated 30 days or older when delivered to the Office of the County Treasurer will not constitute a valid collection.
 20. Any billings for fees from the contractor must be based on these collections and be submitted to the County of Roanoke Fire and Rescue Department with copies of the collected payments reports.
 21. The contractor will manage all credentialing for the Governmental Unit. To include initial submittals, updates, and renewals of Provider Status with all participating health insurance organizations to include Medicare, Medicaid, Railroad Medicare, and other private insurance companies.
 22. The ability to interface with the Governmental Unit's EMS Reporting system on first day of contract.
 23. The ability to have access to Carilion Health Care Systems "Careport" program which allows the contractor to obtain patient care reporting directly from Carilion for the purpose of ambulance billing.

III. PROPOSALS

1. In order to be considered for selection, offerors must submit a complete response to the Request for Proposal. One (1) original and two (2) copies of each proposal must be submitted to the Governmental Unit. Copies of the proposal should be forwarded to the County of Roanoke, Procurement Division, 5204 Bernard Drive SW, Suite 300F, Roanoke, Virginia, 24018, no later than 3:00 P.M. (Local Prevailing Time), Tuesday, October 10, 2006.
2. Inquiries concerning the daily operational issues, collection delivery and payment issues with the Request for Proposals should be directed to: Steven G. Simon, Division Chief, County of Roanoke Fire and Rescue, 3568 Peters Creek Road, Roanoke, Virginia, 24019, 540-561-8087.
3. Inquiries regarding policy & procedures should be directed to: Kay S. Johnston, CPPB, Buyer, Purchasing Division, 5204 Bernard Drive SW, Suite 300F, Roanoke, Virginia, 24018, 540-772-2061, ext 306 or fax 540-561-2828.
4. The Governmental Unit reserves the right, at any time prior to award of the contract, to reject any or all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposals.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6. Any costs incurred by offerors in preparation or submission of proposals are the offeror's sole responsibility; the Governmental Unit will not reimburse any offeror any costs incurred in the development or submission of a response to the Request for Proposals.
7. Proposals shall be as thorough and detailed as possible so that the Governmental Unit may properly evaluate the capabilities of the offeror to provide the required services.
8. Proposals shall include a Title page showing the RFP subject, the name of the offeror's firm, local address, telephone number, name of contact person and date of submission.
9. A letter of transmittal which includes experience, qualifications, a statement by the prospective contractor of his understanding of the work to be done, with the approach and illustrations of procedures to be employed should be included in the proposal.
10. At a minimum, further information, samples, examples, descriptions and capabilities as outlined in Section V, Qualifications, are to be included in the proposal.

IV. CONTRACT DATES:

1. The beginning date of the contract will be negotiated with the successful contractor. A tentative start date of December 1, 2006 should be considered by offerors. It is anticipated that the contract will be awarded by November 1, 2006. It is anticipated that the contract will run for an initial period of twelve (12) months with the County having the option, at its discretion, to renew for four (4) additional one (1) year periods pending acceptable renewal rates and acceptable performance by contractor.
2. Offerors should be aware that any terms, conditions and rates in the proposals will be deemed valid from the proposal due date to the implementation date of a completed contract with the successful contractor.

V. QUALIFICATIONS

1. Contractor must have a minimum of 3 years experience in billing and collection of emergency medical service fees.
2. Contractors must describe their capabilities to provide automated billing for major carriers, (health and automobile), Medicare, Medicaid and Medicare Supplement (Part B) providers.
3. Contractors are to provide references from entities for which they are currently providing a similar service, including collection rates. References from prior customers served are also appropriate. As noted in Section I, any proprietary information will be protected if identified as such.
4. Contractors must describe their capabilities to provide ad hoc reports on request. Examples or sample reports are appropriate.
5. Contractors are to be familiar and current on federal, state and local health care regulations and be capable of advising the Governmental Unit of changes in the insurance industry, federal and/or state regulations as they relate to billing and collection of emergency medical transport services fees.
6. The contractor is responsible for providing all materials and resources required for the performance of the contract including, but not limited to, facilities, equipment, statements, postage and personnel.
7. Offerors are encouraged to provide additional information not specifically identified within the request for proposal if that additional information enables the proposal to better suit the needs of the County and enhances the ability of the offeror to explain how their services best suit these needs.
8. The contractor must provide appropriate training, both initially and as a follow-up as needed, to the Governmental Unit with regard to patient care reporting, medical terminology use appropriate to realize maximum billing potential, regulation changes, and other billing related procedures.

9. The contractor will provide regular training to all staff personnel that they employ who manage the County of Roanoke's account. The training should consist of any new requirements or regulations that are issued by the Centers of Medicare and Medicaid Services, in addition any regulations/requirements by private health insurance companies.
10. The contractor agrees to have personnel attend regular training sessions offered by Centers of Medicare and Medicaid Services through their contractor which is currently Trailblazers Health Enterprises, LLC.
11. The contractor will subscribe to a minimum of one teleconference per County of Roanoke fiscal year (July-June) by a recognized Ambulance Transport Consulting Company and make the teleconference available to Roanoke County Fire and Rescue Department senior staff.
12. The contractor will provide documentation on how they internally provide Quality Insurance and oversight on management of the Governmental Unit's account. The contractor should have established procedures in place that must be supplied to the Governmental Unit and a method to demonstrate that the contractor follows their own policies.
13. The contractor must be able to manage the complete Revenue Cycle of the account locally. This is to include the ability to collect ambulance charges by walk-in, establish a local phone number, able to meet quarterly with the Government Unit at the contractors offices. Ability to transfer, collect and submit electronic submissions.
14. Ability to communicate with Lewis Gale Medical Center to facilitate patient care information for the purpose of ambulance billing.
15. The contractor must be able to meet all current and future requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The contractor must be able to demonstrate their compliance with HIPAA. The contractor must mail a Notice of Privacy Practices Statement to all patients transported. The Notice of Privacy Practice Statement will be supplied by the Governmental Unit.

VI. SELECTION CRITERIA

1. Experience of the contractor in the industry, technical abilities and capabilities, and proven success. = 30%
2. Proximity to the Governmental Unit as evidence of the offerors ability to meet regularly with the Governmental Unit to discuss and resolve issues, make necessary adjustment and changes, and deliver cash receipts on a timely basis as may be negotiated within the contract. = 25 %
3. Ability of the offeror to provide responsive service to the Governmental Unit, deliver reports and funds collected, resolve issues and provide advice with regard to current industry issues or trends. = 20%
4. References and evidence of collection rates achieved with those entities for which the offeror is providing similar services. = 10%
5. Proposed costs, fees or reimbursements included in the proposal. = 15%

VII. SELECTION PROCESS/AWARD OF CONTRACT

1. The selection process will be in accordance with Section 11-37(6) of the Code of Virginia. The Governmental Unit shall engage in individual discussions with one or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on the offeror's ability to provide the Governmental Unit with a professional, locally responsive, billing and collection service for emergency medical services. Such offerors shall be encouraged to elaborate on their qualifications and performance data or expertise to provide the necessary services.

2. At the conclusion of the discussions, on the basis of the selection criteria listed in the Request for Proposals and all information developed in the selection process to this point, the Governmental Unit shall select in order of preference one or more offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror first ranked.
3. If a contract satisfactory and advantageous to the Governmental Unit can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the Governmental Unit determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
4. Only information that is received in response to this Request for Proposals will be evaluated; reference to information previously submitted will not be considered.

VIII. CONDITIONS OF THE CONTRACT:

All proposals submitted shall provide evidence of insurance. The contractor shall maintain insurance coverage and furnish a Certificate of Insurance naming the County of Roanoke Board of Supervisors as an additional insured with minimum limits as follows:

1. Comprehensive General Liability: \$1,000,000 limit includes contractual liability, contractors' protective liability and personal injury liability (slander, libel and defamation of character, etc.)
2. Workers' Compensation: Statutory limit and employers' liability, \$100,000 limit.
3. Auto Liability: \$1,000,000 combined single limit.
4. Professional Liability/D&O including employment practices liability: \$1,000,000 per occurrence/\$3,000,000 aggregate.
5. Certify the contractor has in place employee dishonesty insurance with \$500,000 limits.

During the performance of this contract:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Addition of Town of Vinton to Services:

1. It is agreed that the Town of Vinton, at its discretion, can participate under the contract. Any additional conditions associated with the participation of the Town of Vinton will be a part of a contract, and/or a contract amendment with the successful offeror.
2. Offerors may specify additional fees, or any other consideration necessary for the participation of the Town of Vinton in their proposals.

ATTACHMENT

ADDITIONAL INFORMATION

1. Initial billing rate will be: Advanced Life Support (ALS) \$330.00, Basic Life Support (BLS) \$280.00, Advanced Life Support 2 (ALS-2) \$475.00, and 9.00 mileage.
2. Billing rates are subject to change by resolution of the Board of Supervisors, County of Roanoke.
3. The Governmental Unit is authorized to franchise volunteer rescue squads to charge for services, on behalf of the County of Roanoke. Those units currently include the following:

Roanoke County Volunteer Rescue Squads

Vinton First Aid & Rescue 110 W. Jackson Ave (PO 314) Vinton, VA 24179 (TOWN OF VINTON)	Cave Spring Rescue Squad and First Aid Crew 3206 Valley Forge Ave (PO Box 20181) Roanoke, VA 24018
Catawba-Mason Cove Rescue Squad PO 125 Catawba, VA 24070	Roanoke County Fire & Rescue – Hollins Rescue Squad 7401 Barrens Rd. NW (PO 7646) Roanoke, VA 24019
Mt. Pleasant Rescue Squad and First Aid Crew 2909 Jae Valley Rd. Roanoke, VA 24019	Read Mt. Fire & Rescue 4505 East Park Drive Roanoke, VA 24012
Bent Mountain Rescue Squad and First Aid Crew 9606 Bent Mountain Rd (Drawer B) Bent Mountain, VA 24059	
Back Creek Volunteer Fire & Rescue 7125 Bent Mt. Rd. Roanoke, VA 24018	

4. Ambulance Transports for Year 2005, Roanoke County Fire & Rescue Department
 - a. Total ALS Transports 2005 – 4,167 Transports
 - b. Total BLS Transports 2005 – 3,185 Transports
 - c. Total Transports 2005 – 7,352

NOTICE OF PROPRIETARY INFORMATION
RFP CP #0720BILLING AND COLLECTION FOR EMERGENCY MEDICAL SERVICES

Confidentiality References Protection in Accordance with the Code of Virginia, Section 11-52D

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

A= This page contains information relating to "trade secrets", and "proprietary information" including processes, operations, style of work, or apparatus, identify, confidential statistical data, amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act, Section 11-52 (D). Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B= This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 11-52 (D); 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C= This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 11-52 (D); 552 (b)(4); 12 C. F. R 309.5(c)(4).

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS – RFP

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Acceptance or Rejection of Proposals

The County of Roanoke reserves the right to accept or reject any or all offers. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

Proposal Guaranty

The offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed.

Compliance with Laws

The offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

Ruling Law

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia.

Tax Exemption

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

Ethics in Public Contracting

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

Anti-Discrimination

By submitting their proposal, all offerors certify to Roanoke County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of more than \$10,000 the following provisions shall apply:

- (a) During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(d) The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Contract

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

Modification of Contract

This RFP and any subsequent contract constitute the entire agreement between the Contractor and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of Roanoke County.

Cancellation of Contract

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

Default

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

Antitrust

By entering into a contract, the offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

Debarment Status

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

Performance Bond

At the time of or prior to the execution of the contract, the County reserves the right to require the successful offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

Delivery Point

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the proposal price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County

Acceptance of Material

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

Warranty/Returns

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

Delivery

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent

negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

Copyright or Patent Rights

The warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

Certification and Ability

The County of Roanoke reserves the right to request from the Contractor, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all Contractors to furnish proof of experience, ability and financial standing.

Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**SIGNATURE PAGE
REQUEST FOR PROPOSALS CP #0720
BILLINGS & COLLETIONS FOR EMERGENCY MEDICAL SERVICES**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP CP#720.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bids Rigging Act, Virginia Antitrust Act, Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name _____

Address _____

Phone _____ Fax _____

FEIN _____

Email _____

Authorized Signature _____

Name/Title (please print) _____

Date _____